HON'BLE SHRI G.S.SINGHVI, THE CHIEF JUSTICE

WRIT PETITION No.19941 OF 2000

Between:

K. Prasad

… Petitioner

AND

The State of Andhra Pradesh,
Rep., by the Principal Secretary to
Government, Panchayat Raj &
Rural Development Department,
Secretariat, Saifabad, Hyderabad
and four others.

… Respondent

:: O R D E R ::

Counsel for the petitioner : Shri P.S. Rajasekhar for
Shri Abhinand Kumar
Shavili

Counsel for the respondents : Government Pleader for
Panchayat Raj

July 4, 2007

In this petition, the petitioner has prayed for issue of a mandamus to the respondents either to extend the term of lease of sand quarry in respect of Reach No.10, Jonnada Village, East Godavari District or grant remission for the period during which the quarrying operations

could not be undertaken due to unforeseen reasons.

The aforementioned prayer of the petitioner is founded on the following assertions:

i) that in the auction held on 6-3-2000, he gave the highest bid of Rs.39,00,000/- in respect of Reach No.10 between 2/0 and 20/0 km. with ramp at 19/0-2, Jonnada Village, East Godavari District;

ii) that after acceptance of the bid by the competent authority, he started quarrying sand with effect from 14-3-2000;

iii) that due to floods, he had to stop the quarrying operations, and

iv) that he made a representation dated 3-10-2000 for extension of the term of lease by six months, but the competent authority has not passed any order.

In the counter affidavit filed on behalf of the respondents, Sri Satish Chandra, the then Collector, East Godavari District, has averred that auction was conducted in accordance with the policy contained in G.O.Ms.No.356, Industries and Commerce Department, dated 22-11-1999 and the highest bid given by the petitioner was accepted. He has further averred that as per Clause 14 of the tender notice, the quarrying operations were to be stopped from 30th June during monsoon season and that as per the terms and conditions of lease, no extension could be granted.

In a separate affidavit filed by him, Sri L. Sridhar Reddy, District Panchayat Officer, East Godavari, has averred that in the absence of any provision in the contract or the rules regulating grant of lease, the petitioner is not entitled to extension of time or refund of the lease amount etc.

Sri P. S. Rajasekhar, learned counsel for the petitioner fairly conceded that as per the conditions of tender, the quarrying operations were to be stopped from 30th June and that there is no provision in the lease agreement for extension of the term of lease. He, however, submitted that this Court should exercise its equitable jurisdiction and direct the State to remit the lease money for the period during which the petitioner could not undertake quarrying operations due to floods.

In the context of the last submission made by the learned counsel, I enquired from him whether there is any provision in the Andhra Pradesh Minor Mineral Concession Rules, 1966 (for short, 'the Rules'), which provides for extension of the term of lease or for refund of the lease amount in the event of non-operation of quarry due to floods etc. In reply, the learned counsel fairly stated that there is no such provision in the Rules. This being the position, the Court cannot issue a mandamus to the respondents either to extend the term of lease or refund a portion of lease money on the premise that the petitioner could not undertake quarrying of sand.

There is another reason for declining relief to the petitioner. He had participated in the auction with full knowledge that in terms of Clause 14 of the tender schedule, quarrying operations were to be stopped during monsoon season and as per the terms and conditions of lease, no extension could be granted.

In the result, the writ petition is dismissed.

G.S.SINGHVI, C.J.

4th July, 2007.